

M	TAB	TAB	TAB	TAB	TAB	TAB	TAB
ORDER FOR SUPPLIES OR SERVICES/REQUEST FOR QUOTATIONS (Nonappropriated Funds) (FOR PURCHASES OF \$10,000 OR LESS)							PAGE OF 1
For use of this form, see AR 215-4; the proponent agency is DCSPER							
(Check Appropriate Item) <input type="checkbox"/> Order for Supplies or Services -No appropriated funds of the United States shall become due or be paid the contractor by reason of this delivery/purchase order.		Request for Quotation No. _____ Return _____ copies of this quote by: _____ This is not an order. Supplies are of domestic origin unless otherwise indicated by the quoter. The fund reserves the right to consider quotations or modifications thereof received after the date indicated should such action be in the interest of the fund. This is a request for information and quotations furnished are not offers. When quoting complete blocks 9, 10, 15a, 20, 21, 22 . If you are unable to quote, please advise. This request does not commit the fund to pay any cost incurred in preparation of this quotation or to procure or contract for supplies or services.					
1. CONTRACT/PUR ORDER NO.		2. DELIVERY ORDER NO.		3. DATE		4. PURCHASE REQUEST NO.	
5. ISSUED BY				6. ADMINISTERED BY (If other than 5)		MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER	
7. NAME AND ADDRESS OF CONTRACTOR/QUOTER				8. DELIVER TO DESTINATION BY:			
				10. DISCOUNT TERMS		_____ DEST _____ OTHER <i>(See Schedule if other)</i>	
11. SHIP TO				12. PAYMENT WILL BE MADE BY			
						13. MAIL INVOICE TO ADDRESS SHOWN IN BLOCK	
14. TYPE OF ORDER <input type="checkbox"/> DELIVERY-This delivery order is subject to instructions contained on this form only and is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. <input type="checkbox"/> PURCHASE-Reference your quote _____ furnish the following on terms specified herein. Contract Clauses and Special Requirements, both attached; and delivery as indicated. <input type="checkbox"/> If Checked, Contractor shall sign "ACCEPTANCE" in block 15b. and return _____ copies.							
15a. FOR USE WHEN FORM IS USED FOR REQUEST FOR QUOTATIONS (QUOTER IS TO COMPLETE THIS BLOCK). PRINTED NAME OF QUOTER _____ SIGNATURE _____ DATE _____							
15b. FOR USE WHEN CONTRACTOR'S SIGNATURE IS REQUIRED FOR ACCEPTANCE OF ORDER ACCEPTANCE THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME. NAME OF PERSON AUTHORIZED TO SIGN AND TITLE _____ SIGNATURE _____ DATE _____							
16. ITEM NO.	17. SCHEDULE OF SUPPLIES/SERVICES	18. QUANTITY ORDERED/* ACCEPTED	19. UNIT	20. UNIT PRICE	21. AMOUNT		
*If qty accepted by the fund is same as qty ordered, indicate by <input checked="" type="checkbox"/> mark. *If different, enter actual qty accepted below and circle.			22. TOTAL				
24. PRINTED NAME AND SIGNATURE OF CONTRACTING OFFICER AND DATE			23. DIFFERENCES				
26. QUANTITY IN COLUMN 18 HAS BEEN:			25. AMOUNT VERIFIED CORRECT FOR PAYMENT				
_____ ACCEPTED AND CONFORMS TO _____ PARTIAL _____ INSPECTED _____ RECEIVED _____ THE CONTRACT EXCEPT AS NOTED _____ FINAL			27. CHECK NUMBER		29. TYPE OF PAYMENT		
SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			28. DATE OF CHECK		_____ COMPLETE _____ PARTIAL _____ FINAL		
DATE							
30. SIGNATURE AND TITLE OF PAYMENT OFFICIAL				DATE			

CONTRACT CLAUSES (NONAPPROPRIATED FUND SUPPLY AND SERVICE CONTRACTS)
(FOR PURCHASES OF \$10,000 OR LESS)

I-1 DEFINITIONS (SEP 1984) - "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts on behalf of the nonappropriated fund instrumentality which is a party of this contract and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

I-2 NONAPPROPRIATED FUND INSTRUMENTALITY (SEP 1984) - The Nonappropriated Fund Instrumentality (NAFI) which is party to this contract is a nonappropriated fund instrumentality of the Department of the Army. NO APPROPRIATED FUNDS OF THE UNITED STATES SHALL BECOME DUE OR BE PAID THE CONTRACTOR OR CONCESSIONAIRE BY REASON OF THIS CONTRACT. This contract is not subject to The Contract Disputes Act of 1978.

I-4 CHANGES (SEP 1984) FIXED PRICE SUPPLY

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the NAFI in accordance with the drawings, design, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must submit any "proposal for adjustment" (hereafter referred to as *proposal*) under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

FOR SERVICE CONTRACTS ONLY - Substitute paragraph

(a) of the basic clause above with (a) below:

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the days, days of the week, etc.).

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Fund in accordance with the drawings, designs, or specifications.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.

FOR PROFESSIONAL SERVICES ONLY - Substitute paragraph (a) of the basic clause with (a) below and add paragraph (f) below:

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed.

(f) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Contracting Officer.

I-20 PAYMENTS (SEP 1984) - The NAFI shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the NAFI if -

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

I-22 INVOICES (SEP 1984)

(a) An invoice is a written request for payment under the contract for supplies delivered or for services rendered. In order to be proper, an invoice must include as applicable the following:

(1) invoice date;

(2) name of contractor,

(3) contract number (including order number, if any), contract line item number, contract description of supplies

or services, quantity, contract unit of measure and unit price, and extended total;

(4) shipment number and date of shipment on (Government bills of lading);

(5) name and address to which payment is to be sent (which must be the same as that in the contract or on a proper notice of assignment);

(6) name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice; and

(7) any other information or documentation required by other provisions of the contract (such as evidence of shipment). Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified.

(b) For purposes of determining if interest begins to accrue under the Prompt Payment Act (Public Law 97-177):

(1) a proper invoice will be deemed to have been received when it is received by the office designated in the contract for receipt of invoices and acceptance of the supplies delivered or services rendered has occurred;

(2) payment shall be considered made on the date on which a check for such payment is dated;

(3) payment terms (e.g., "net 20") offered by the Contractor will not be deemed a "required payment date;" and

(4) the following periods of time will not be included: (i) after receipt of an improper invoice and prior to notice of any defect or impropriety, but not to exceed 15 days (or any lesser period established by this contract); and

(ii) between the date of a notice of any defect or impropriety and the date a proper invoice is received. When the notice is in writing, it shall be considered made on the date shown on the notice.

I-25 DISPUTES (SEP 1984)

(a) This contract is subject to the rules and regulations promulgated by the Secretary of Defense and Secretary of the Army for NAF contracts.

(b) The contract is not subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613).

(c) All disputes arising under or relating to this contract shall be resolved under this clause.

(d) "Claims," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under this clause. The submission may be converted to a claim under this clause, by complying with the submission requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(e)(1) A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the NAFI against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) For Contractor claims exceeding \$50,000, the Contractor shall submit with the claim a certification that -

(i) The claim is made in good faith;

(ii) Supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and

(iii) The amount requested accurately reflects the contract adjustment for which the Contractor believes the NAFI is liable.

(3)(i) If the Contractor is an individual, the certification shall be executed by -

(A) A senior company official in charge at the Contractor's plant or location involved; or

(B) An officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

(f) For Contractor's claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims of over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(g) The Contracting Officer's decision shall be final unless the Contractor appeals as provided in paragraph (h) of this clause.

(h) The Contracting Officer's final decision may be appealed by submitting a written appeal to the Armed Services Board of Contract Appeals within 90 days of receipt of the Contracting Officer's final decision. Decisions of the Armed Services Boards of Contract Appeals are final and are not subject to further appeal.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

I-27 INSPECTION AND ACCEPTANCE (SEP 1984) - Inspection and acceptance will be at destination, unless

otherwise provided. Until delivery and acceptance and after any rejections, risk or loss will be on the Contractor unless it results from negligence of the NAFI.

I-28 TERMINATION FOR CONVENIENCE OF THE FUND (MAR 87)

- The Contracting Officer, by written notice, may terminate the contract, in whole or in part, when it is in the best interest of the NAFI. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with AR 215-4. To the extent that this contract is for services, and is so terminated, the NAFI shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

I-29 TERMINATION FOR DEFAULT (SEP 1984)

(a)(1) The NAFI may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The NAFI's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the NAFI terminates this contract in whole or in part it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the NAFI for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of public enemy, (2) acts of the Government/NAFI in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the NAFIs may require the Contractor to transfer title and deliver to the NAFI, as directed by the Contracting Officer, any

(1) completed supplies, and

(2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the NAFI has an interest.

(f) The NAFI shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes Clause. The NAFI may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the NAFI against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the NAFI.

(h) The rights and remedies of the NAFI in this clause are in addition to any other rights and remedies provided by law or under this contract.

I-39 CLAUSES INCORPORATED BY REFERENCE

- This contract incorporates the following clauses by reference from AR 215-4 with the same force and effect as if they were given in full text. Upon request, Contracting Officer will make full text available. I-3, I-5, I-6, I-7, I-8, I-10, I-11, I-12, I-13, I-14, I-15, I-16, I-17, I-18, I-19, I-21, I-23, I-24, I-26, I-30, I-31, I-32, I-33, I-34, I-35, I-36, I-37, I-38.